

## Fontown EULA [posted March, 2019]

For most current offerings; and to assure antiquate information, visit their website.

<https://www.fontown.com>

Fontown has been authorized to rent SWMCA fonts, and following EULA by them, has been approved by our company.



*Assumed to be Copyright (c) 2017 [or later] by Fontown; SL.  
Every right shall be treated as if it is reserved by this entity.*

# Terms and conditions of use

The company Fontown S.L. welcomes you to our website and invites you to carefully read our Terms and Conditions of Service, designed to follow the principles of transparency, clarity and simplicity. Any queries, suggestions or questions should be sent to the [hello@fontown.com](mailto:hello@fontown.com) e-mail address

This notice updates and revokes all previous versions.

Last update: 10/08/2017. If your account was opened before that date,

we ask you to accept the new Terms and Conditions of Service. If it was opened later, they will be directly applicable.

# Website's Ownership

*Corporate name:* Fontown, SL (hereinafter, FONTOWN)

*Tax ID (C.I.F.):* B-11937026

*Business address:* Ventura Misa St. 15 11401 Jerez de la Frontera (Cadiz)

*Telephone:* +34 956038001

*E-mail address:* hello@fontown.com

# General Conditions of Use

The company FONTOWN S.L. has created a website hosted in the www.fontown.com domain through which it provides a catalogue of typographic fonts offered to our CUSTOMERS, supplied in the catalogue by the SUPPLIERS (designers and founders) under the conditions set out below.

Access to the website, in both its public and private (dashboard) parts, confers the condition of USER and implies acceptance of the website's general conditions of use. In the event of contracting our services, this also confers the condition of CUSTOMER, accepting the contracting conditions established that govern both the making of

orders and subscriptions and any inclusion in the catalogue of fonts, under the conditions that in each case are specified below. The condition of SUPPLIER will be conferred if a user adds their designs to the catalogue of fonts offered by FONTOWN, in accordance with that stipulated below. In any case, acceptance of the conditions of use and contracting or registration of suppliers will be understood as express, voluntary and without reservations.

For the purposes of these terms and conditions, "User" will be understood as any person or professional who accesses the website in its public or private part, or the desktop application. The designation of "Customer" refers to the users who contract subscriptions or benefit from these to access and make use of the fonts offered in the catalogue. The designation of "Supplier" refers to the professional, designer/founder users who add their designs to the catalogue of fonts offered to customers through FONTOWN's website or desktop application.

Due to the nature of the Internet, FONTOWN cannot guarantee the continuous and uninterrupted availability and accessibility of the FONTOWN Platform. FONTOWN may restrict the availability of the platform or certain areas or functions thereof if this is necessary due to the capacity limits, security or integrity of our servers, or to carry out maintenance measures that ensure the correct or improved operation of the platform. FONTOWN may improve, reinforce or amend the platform, as well as introduce new services.

All users are obliged to make appropriate and legal use of the website and its contents and services, as well as the social networks relating to FONTOWN, in accordance with the legislation in force, morality, good customs and public order, and cannot share information or content that is contrary to, demeans or violates fundamental rights and public freedoms or induces, incites or promotes criminal acts or any type of discrimination based on gender, race, religion, beliefs, age or social status. Regarding the use of social networks, the USER also undertakes to respect the conditions of use of these

social networks and to correctly use these sites, in relation to our profiles on each social network, in accordance with the rules of use of these social networks, as well as not to use these profiles of FONTOWN for purposes that are illegal or that may in any way harm the rights of third parties. If we become aware of any unsuitable or inappropriate comments regarding our company, independently of the actions open to us, this will be reported to the managers of these social networks so that they can act accordingly. FONTOWN is not responsible for the opinions expressed on these networks and reserves the right to delete unsuitable or inappropriate comments, and block or prevent future comments from the authors of these comments.

Regarding the information on the website, FONTOWN is not under any obligation to fulfil certain levels of website availability or to adopt specific security measures. Similarly, it may also wholly or partially suspend, withdraw or cancel this information at any time without needing to give prior notice.

# Specific Terms for Customer Users

## Contracting Conditions:

The services offered in the private part to the CUSTOMERS (downloads and subscriptions requests) will be governed by these

specific conditions, which will also determine the terms of the subscription's contents.

The CUSTOMER must be of legal age in accordance with Spanish legislation and have the capacity to assume the rights and obligations established for the provision of the service, and is obliged to pay the price of that service (in accordance with their subscription and, where appropriate, its renewal on the stipulated deadlines) and to provide truthful information regarding their details, keeping them updated at all times in accordance with their current situation, being liable for any false or inaccurate declarations made to FONTOWN or third parties.

FONTOWN provides the CUSTOMER with its website and a desktop application that act as a catalogue of typographic fonts, for the professional use of typographic fonts both on-line and off-line. The fonts are created by independent designers/founders and are offered in this catalogue, which has a unique and non-exclusive nature for all CUSTOMERS.

Access to the provision of contracted services is through the private part of the website by means of the contracted subscription and in accordance with these contracting conditions. The CUSTOMER's subscription is limited, non-exclusive and revocable, and may not be assigned to third parties without the express consent of FONTOWN. The CUSTOMER is expressly forbidden to use the services and materials provided through the contracted subscription in a way that is contrary to that stipulated herein or that is to the detriment or impairment of third party rights. Under no circumstances does the subscription grant the Customer rights other than those recognised in these general conditions or in the particular conditions that, where appropriate, may apply.

The subscription to FONTOWN allows the CUSTOMER to use, through a licence of use, the fonts in the catalogue offered on the website in any application that the Customer has installed on their

desktop computer. The CUSTOMER undertakes to provide all technical resources and requirements necessary to access the website and download the products.

The fonts are created by independent designers and founders; the suppliers. The typographic fonts are offered through the platform in a unique and non-exclusive catalogue for all Customers. The fonts offered through the website are protected by the copyrights of their creators and enjoy all the guarantees and protection of the intellectual property legislation. Any misuse or violation of these rights by the CUSTOMER will give rise to the taking of the legal actions required for their protection.

The fonts may be used in any application that the CUSTOMER has installed on their desktop computer. The licences granted with the subscription are for individual use and their number may vary according to that agreed. The use of these is subject to these contracting conditions.

## Conditions and Validity of the Subscription:

The CUSTOMER may access the private part of the website through an access password that will be provided by the company once the subscription process has been completed. Through the user account, the CUSTOMER may provide accounts linked to each contracted licence.

The CUSTOMER undertakes to prevent improper access to their user account, and must keep secret, preserve and safeguard the access credentials provided, which are personal and non-transferable in nature. They cannot temporarily or permanently communicate or

assign them to third parties and must prevent unauthorised persons from accessing the services and content. The CUSTOMER undertakes to notify of any improper or unauthorised use of their password, or any event that could lead to its improper or unauthorised use, such as theft or loss. FONTOWN is released from any liability that may arise in these circumstances in the event of a failure to notify of the incident.

During the term of the subscription, the CUSTOMER may request a new password that will be assigned to them via a notification procedure sent to the e-mail address provided.

If the CUSTOMER detects a defective service or product, they must report this immediately to FONTOWN so that it can immediately remedy it and, where appropriate, make the corresponding replacement. The CUSTOMER must under all circumstances ensure that the services or products selected comply with the technical and practical requirements before their use.

The subscription is annual, calculated from the CUSTOMER's registration date. After this period, the licence will be automatically renewed for equal periods, subject to payment of the corresponding fee.

The total price of each subscription is that established on the website at all times, which will indicate and breakdown the impact of as many taxes as are necessary in accordance with Spanish tax legislation. Payment of the subscription price will be made through the payment platform when the CUSTOMER is registering for the subscription.

FONTOWN may regularly amend the subscription price. The amendment will be applied in the CUSTOMER's following payment period. The price amendment will be reported to the CUSTOMER, who will be entitled to reject the change and cancel the subscription before the price change enters into force. Cancellation of the

subscription will not give any right to reimbursement or compensation of any kind for the Customer.

Failure to pay any of the fees will entitle FONTOWN to suspend the service by blocking the access account. If payment of the amount due is not made within 7 calendar days, FONTOWN may unilaterally terminate the subscription contract without this termination generating any right to compensation or refund in favour of the CUSTOMER, all of which is independent from FONTOWN'S ability to claim full payment of the price agreed for the entire contracted period.

The CUSTOMER may cancel the subscription at any time without this giving rise to refunds in their favour of fees already paid. Cancellation of the subscription will not affect the final works printed by the CUSTOMER during the term of the subscription where the font is rasterised, vectorised or embedded.

The relationship with the CUSTOMER may also be terminated in the following circumstances: (i) breach by the customer of the obligations contained in the contracting conditions; (ii) mutual agreement between the parties; (iii) failure to pay the price or (iv) due to inappropriate use of the fonts in the catalogue. Termination of the contractual relationship by one or both parties will not generate any refund or compensation for the CUSTOMER.

## Users' Responsibilities

The users will be liable, vis a vis FONTOWN and third parties, for any damages or losses of any kind that could be caused as a direct or indirect consequence of a failure to observe the general conditions of use and the contracting conditions, as well as for any unsuitable, inappropriate, unauthorised, fraudulent or illegal use of the website and services provided by FONTOWN. USERS must not make any

unauthorized or fraudulent use of the website or its content, or use these for purposes or effects that are illegal or that may be harmful to the rights and interests of third parties, or which in any way could damage, render unusable, overload, deteriorate or impede the normal use of the services or the documents, files and all types of content stored on any computer equipment. Nor can they access or try to access restricted resources or areas without complying with the conditions required for such access, cause damage to the physical or logical systems of the website or the platform, or those of suppliers or third parties, introduce or share a virus or any other physical or logical system capable of causing damage to the website or the platform, or those of its suppliers or third parties, or try to access, use or manipulate the data of FONTOWN, third parties, suppliers, other users or third parties in general. The USER cannot introduce, store or share, through the website or desktop application, any computer program, data, virus, code or any other element or physical or logical system likely to cause damage to the website or to any of the services offered, or to any of the equipment, systems or networks of FONTOWN, any user or generally any third party. Nor can they introduce any element that is in any way capable of causing an alteration to the website or desktop application, or could impede their normal operation.

## Guarantee and Liability Waiver

FONTOWN will not be liable for any damages or losses caused due to non-diligent use, by the USER of the website, platform or services and products provided through this. It will also not be liable for the unavailability of the website or platform due to causes not attributable to it (technical problems in the electricity network, with the providers of telecommunications services, equipment faults) and other unforeseen incidents such as repairs, maintenance and software updates. Likewise, nor is it liable for erroneous or faulty

connections due to a malfunction of the browser used by the USER or CUSTOMER, or the use of non-updated versions thereof. We also cannot guarantee that our website is compatible with all hardware or software that you may use. Under no circumstances will the company be liable for the inability to provide the service in the event of force majeure or unforeseen events.

## Intellectual and Industrial Property:

FONTOWN S.L. is holder of all intellectual and industrial property rights for its website and desktop application, as well as all content therein (text, logos, signs, brands, tradenames, industrial graphic drawings and designs, or any other signs that may be used for industrial and commercial purposes), as well as the source code and graphic design of the website, in accordance with the current Spanish legislation on Intellectual and Industrial Property.

This protection covers the [www.fontown.com](http://www.fontown.com) domain and the profiles used on the social networks in which it participates:

Facebook: <https://www.facebook.com/fontown>

Twitter: [https://twitter.com/fontown\\_](https://twitter.com/fontown_)

Instagram: [https://www.instagram.com/fontown\\_](https://www.instagram.com/fontown_)

Linkedin: <https://www.linkedin.com/company-beta/9176136/>

AngelList: <https://angel.co/fontown>

» FONTOWN reserves all rights and the right to take as many legal measures and actions as are available to it in defence of its legitimate intellectual and industrial property rights. Any reproduction, distribution or communication of all or part of any content appearing on this website in any format and by any means is

prohibited without the express written authorisation of FONTOWN, or in the specific cases agreed should you have a commercial relationship with us.

The trademarks and trade names, logos and any other designations of ownership of third parties and used on or with regard to the website, desktop application or social networks with the designation of intellectual property of third parties are used solely for identification purposes and are the property of their respective owners.

It is not permitted to include the brand, logo, tradename or distinctive sign of FONTOWN on websites without its prior and written authorisation. It is also not permitted to copy, distribute, allow access to the public through any form of public communication, transform or amend the content subject to intellectual or industrial property rights, unless authorisation has been received from the owner of the corresponding rights or it is legally permitted. Likewise, it is not permitted to delete, evade, conceal or manipulate the notes on intellectual or industrial property rights and other data identifying the rights of FONTOWN or third parties incorporated into the content of the website or desktop application, as well as the technical protection devices or any other information mechanisms that may be inserted into the content.

The fonts offered in the catalogue on the website and desktop application are protected by the copyrights of their creators and the other guarantees covered in the intellectual and industrial property legislation, and they may exercise as many legal actions as are available to them in the event of any illegitimate use of the protected content and elements. FONTOWN S.L. will under no circumstances be liable for any violation of the copyrights and intellectual and industrial property committed by any user in relation to the fonts in its catalogue.

# Personal Data Protection:

All personal details that FONTOWN needs in order to provide the service will be processed in accordance with the current Spanish legislation on data protection.

## Links:

It is not permitted to establish any link to the www.fontown.com website from any other website without the prior express consent of FONTOWN. However, if links or hyperlinks are made available from other Internet sites, FONTOWN will not exercise any type of control over these sites or content, and does not accept any responsibility in that respect or guarantee their availability, accuracy or validity. These links will also not imply any type of association, participation or collaboration with the linked sites. The user will access the content through these links under their sole liability and under the conditions of use governing them.

## Cookies:

The user accepts the installation of cookies in order for FONTOWN to provide its service, and if these are deactivated accepts any consequences in the form of unsuitable or incomplete provision.

# Amendments, Closure and Denial of Access:

FONTOWN reserves the right to make the amendments it deems necessary to its website, being able to change, remove or add both the content and services provided through it, as well as the way in which they appear or are located. FONTOWN also reserves the right to wholly or partially deny, at its discretion and at any time without needing to give prior notice, access to any user if they fail to comply with the obligations established in the described conditions of use or contracting conditions. The general conditions of use for USERS and SUPPLIERS may be amended at any time and without prior notice. The current publication of the general conditions of use will determine the validity thereof. If the contracting conditions are amended in any way (including the financial conditions and service fees) this will be notified to the e-mail address provided by the user for their express acceptance, and the CUSTOMER is entitled to withdraw from its contractual relationship with FONTOWN. FONTOWN also reserves the right to close the website at any time, as well as remove the different profiles on the social networks in which it participates. It also reserves the right to deny or withdraw access to the website, without the need for prior notice, to those users who breach the General Conditions of Use or the Contracting Conditions.

## Applicable Law and Jurisdiction

Current Spanish legislation applies to any relationships that arise between FONTOWN and the USERS of this website and its CUSTOMERS. Any dispute, conflict or interpretation regarding the

validity or execution of matters arising from the relationships between the parties, as well as any litigious matter, will be processed before the Courts and Tribunals of the city of Cordoba (Spain), to which the parties expressly subject themselves, voluntarily and expressly waiving any other jurisdiction that may correspond to them.